0-350A019

RECORDATION NO. 12570 Filed 1425

DEC 15 1980-11 20 AM

INTERSTATE COMMERCE COMMISSION

No.
Date DEC 15 1980
Fee $ 50.00
ICC Washington, D. C.

Secretary

Interstate Commerce Commission
Washinton, DC 20423

Dear Sir:

Pursuant to Section 1116.3 and 1116.4 of the Regulations, please find enclosed an original Security Agreement and two counterparts thereof for recording and a check in the amount of $50.00 to cover the cost of same.

The Lender and Secured Party is Central Bank, 301 20th Street, Oakland, California, and the debtor (s) is/are John G. and Clara M. Meniktas 5737 Greenridge Castro Valley, Ca. 94546

The equipment which is the subject of the Security Agreement is a 100 ton truck covered hopper railcar, identifying marksMILW 102114, AAR mechanical designation "LO".

When the recordation is complete, please return the original document to Central Bank, 301 20th Street, Oakland, California, 94612, Attention: Barbara Galvez.

Thank you for your assistance in this matter.

Very truly yours,

Roger K. Williams

Roger K. Williams
Vice President and
Commercial Loan Supervisor

RKW/km

DEC 15 11 15 AM '80
DOCKET FILES BRANCH

SECURITY AGREEMENT
(BANK TO BE IN POSSESSION)

GOODS—NEGOTIABLE DOCUMENTS—LETTERS AND ADVICES OF CREDIT—INSTRUMENTS—CHATTEL PAPER

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

1. BORROWER(S)

a. Meniktas, John G. and Clara M. — 563-24-5879 and 559-44-8745
Name — Social Security or Employer Number

b. Trade Name (if any)

c. 5737 Greenridge — Castro Valley, Calif. — 94546
Mailing Address — City — State — Zip

d. Chief Place of Business — City — State — Zip

e. Residence (individuals) — City — State — Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

Central Bank 330 30th St., Oakland, Ca. 94609 — 90-2100 / 1211

3. COLLATERAL DESCRIPTION (AND LOCATION):

100 ton truck covered hopper railcar

Identifying marks MILW 1 0 2 1 1 4

AAR mechanical designation "LO"

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4. PURCHASE MONEY SECURITY INTEREST:
_____ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated November 5, 19 80

John G. Meniktas

By Clara M. Meniktas

Title John G. Meniktas

SIGNATURE OF BORROWER(S)

Clara M. Meniktas

SA-2 (REV. 6-67)

SECURITY AGREEMENT

(BANK TO BE IN POSSESSION)

I. WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents that:

1. Borrower's Title—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. Borrower's Authority—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. Collateral Generally—Except as specified herein, the Collateral is genuine, enforceable according to its terms, free from all defenses and claims and all persons obligated on the Collateral have authority and capacity to contract.
4. Chattel Paper Collateral—The security interests evidenced by all chattel paper Collateral have been perfected and preserved and, where required by the chattel paper, adequate insurance has been obtained with loss payable to Bank.
5. Information—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

II. COVENANTS AND AGREEMENTS: Borrower covenants and agrees that:

1. Payment—Borrower will pay any of Borrower's Indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. Financial Condition—Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. Additional Information—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
4. Additional Documents—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. Sale, Lease, or Disposition—Except as specified herein, Borrower will not, without written consent of Bank, sell, encumber or otherwise dispose of or transfer any Collateral or interest therein or permit or suffer any such disposition or transfer until the Indebtedness to Bank has been completely discharged.
6. Decrease in Value of Collateral—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total Indebtedness by an amount sufficient to satisfy the Bank.
7. Defense of Title—Borrower at its own cost and expense will appear in and defend any action or proceedings which may affect the Bank's security interest in or Borrower's title to any Collateral.
8. Appointment of Bank as Attorney in Fact; Reimbursement—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur while acting as Borrower's Attorney in Fact, and will perform its own covenants hereunder at its own expense.
9. Powers Over Collateral—Borrower hereby authorizes Bank to transfer Collateral to its own or its nominee's name, and to perform any and all acts (including but not limited to, entering into extension, reorganization, deposit, merger, or consolidation agreements, compromising disputes, and repledging collateral) which Bank in good faith may deem necessary for the protection and preservation of the Collateral or its value or Bank's security interest therein.
10. Assignment of Use, Increase, Profits or Proceeds, etc.—Except as specified herein, Borrower will and hereby does assign for the term of the agreement and agrees to deliver to Bank promptly upon receipt, all rights of Borrower to the use of, or increase of, or profits or proceeds from Collateral (including, but not limited to stock rights, rights to subscribe, dividends, stock dividends, liquidating dividends and interest), and all new securities or other property to which Borrower is or may hereafter be entitled to receive on account of Collateral.
11. Borrower's Waiver—Borrower hereby waives any right to require the Bank to proceed against any other person or to exhaust the Collateral or to pursue any other remedy in Bank's power; and further waives presentments, demands for performance, notices of non-performance, protests, notice of protests or dishonor with respect to any Collateral, and preservation of rights against prior parties to instruments or chattel paper.
12. Endorser-Surety-Guarantor—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either at Bank's option, pay all of Borrower's Indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
13. Purchase Money—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose, and promptly deliver the Collateral to Bank.
14. Taxes, Assessments, Charges, Liens and Encumbances—Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral.
15. Married Women—If any Borrower is a married woman, recourse may be had against her separate property for the Indebtedness.

III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired) Bank, in addition to any other rights or remedies provided by law or the Agreement, and to the extent permitted by law, may at its option:

1. Expenses—incur expenses (including reasonable attorney's fees, legal expenses and costs) in exercising any right or power under the Agreement.
2. Require Additional Collateral—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. Performance of Borrower's Obligations by Bank—perform any obligation of Borrower, and may make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses.
4. Set-Off—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given.
5. Default—declare, without notice to the Borrower, that a default has occurred.
6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
7. Possession—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. Notice—notify other interested persons or entities of the default, acceleration and other actions of the Bank.
9. Suit, Retention or Disposition of Collateral, Application of Proceeds—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

IV. RULES TO CONSTRUE AGREEMENT: Borrower understands and agrees that:

1. Time of Essence—Time is of the essence of the Agreement.
2. Waiver—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. Entire Agreement—The Agreement contains the entire security agreement between Bank and Borrower.
4. Assignments, etc.—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. Law Governing—Subject to the terms hereof, this Agreement shall be construed and governed by the laws of the State of California.
6. Multiple Borrowers—When more than one Borrower signs the Agreement all agree:
   a. Construction—that whenever "Borrower" appears in the Agreement it shall be read "each Borrower."
   b. Breach—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
   c. Liability—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
   d. Waiver—all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's power.

STATE OF CALIFORNIA
COUNTY OF Alameda } *ss.*

On this 5th *day of* November *in the year one thousand nine hundred and* eighty *before me,* Shirley W. Nelson, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* John G. Meniktas and Clara M. Meniktas

known to me to be the person s *whose name* s *are subscribed to the within instrument and acknowledged to me that* t *he* y *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ..... *County of* Alameda *the day and year in this certificate first above written.*

OFFICIAL SEAL
SHIRLEY W. NELSON
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My comm. expires MAY 7, 1982

330 - 30th Street, Oakland, CA 94609

Notary Public, State of California

My commission expires .....

Cowdery's Form No. 32–Acknowledgement–General (C. C. Sec. 1190a)

Printed 12/72